



## APARTMENT LEASE

This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between \_\_\_\_\_ (“Landlord” herein)  
and \_\_\_\_\_ (“Tenant” herein).

1. Landlord hereby Leases to Tenant and Tenant hereby hires from Landlord, Apartment \_\_\_\_\_ of the building located at \_\_\_\_\_. The term “premises” herein shall include that apartment and all keys, furniture, and appliances included on the attached inventory. Tenant agrees that neither Landlord nor its agent or representative has made any warranty or any other representation with respect to the premises, except as stated in the Lease.

2. The term of this Lease shall commence on \_\_\_\_\_, 20\_\_\_\_\_, and shall end on \_\_\_\_\_, 20\_\_\_\_\_, unless terminated earlier in accordance with these Lease provisions or by law. Any holding over by Tenant shall be deemed to be a month-to-month tenancy only.

3. Tenant agrees to pay rent of \$\_\_\_\_\_ per month, payable in advance on the first of each month. Rent shall be paid to Landlord, made payable to \_\_\_\_\_, at the office of the manager of the building, or at such other address as Landlord may designate in writing. Rent shall be paid by check or money order, and NOT BY CASH. Under no circumstances shall the manager have the right to grant reductions or downward adjustments of rent. If any reductions of rent are granted, they must be in writing signed by the owner of the premises, and not by any agent or representative of the owner.

4. Tenant has deposited with Landlord the sum of \$\_\_\_\_\_, as security for the performance by Tenant of all the provisions of this Lease. At the end of this tenancy, the security deposit shall be returned to Tenant, in the manner allowed by law, at the address furnished in writing by Tenant, in the manner allowed by law, at the address furnished in writing by Tenant, less reasonable expenses incurred by Landlord to clean and repair the premises, and less any unpaid rent and damages. No interest shall be payable to Tenant on the security deposit. No portion of the security deposit may be used by Tenant toward last month’s rent.

5. Tenant shall use the premises as a residence and for no other purpose.

6. Tenant shall pay for all utilities and services supplied to the premises except: \_\_\_\_\_

7. The premises are rented for use as a residence by Tenant and by no other person except \_\_\_\_\_, who may also reside in the premises. If any persons reside in the premises, with or without the Landlord’s consent, the monthly rent shall increase by the rate of **\$300.00 per month** for each such extra person. Landlord shall have the right to terminate this Lease if any person resides in the premises without Landlord’s consent, in addition to Landlord collecting such additional rent.

8. Tenant may use the following garage space only for vehicles owned or leased by Tenant \_\_\_\_\_. Landlord reserves the right to change the assigned parking space(s) to a like number of other parking space(s) at any time during the tenancy on seven days’ notice, in the absolute discretion of Landlord.

9. Tenant shall not commit or allow to be committed any nuisance or waste on the premises or anywhere in the building. Tenant shall not use the premises or permit anything to be done in or about the premises which will violate any laws, ordinance, or governmental rule or regulation. Tenant shall not keep any cat, dog, or other pet on the premises without Landlord’s written consent. Tenant shall not use the premises in any manner which disturbs other Tenants in the building. Tenant shall not keep any water-filled furniture on the premises.

10. Tenant acknowledges examining the premises and accepts them as in good condition. Upon termination of this tenancy for any cause, Tenant shall surrender the premises in their original good condition, reasonable wear and tear excepted. Tenant shall remove all trash and debris. All appliances shall be cleaned by Tenant and returned in good operating condition. If Landlord makes available for Tenant use of a refrigerator, Tenant acknowledges that it is not part of the consideration provided by Landlord to Tenant under this Lease, but is provided merely as a courtesy to Tenant. Landlord shall have no obligation to maintain or repair same or to replace it if it malfunctions, and no liability for damages which may result from malfunction.

11. Tenant shall not make, or allow to be made, any alterations, additions, or improvements to the premises. Tenant shall not change or add any locks without Landlord’s written consent. As a condition to giving such consent, Landlord may require that a key be provided to the Landlord.

12. Tenant shall not assign or sublet the premises without Landlord’s written consent, which consent Landlord may arbitrarily refuse to grant. Any such unauthorized assignment or subletting shall, at the Landlord’s option, terminate this Lease.

13. Tenant agrees that neither Landlord nor Landlord’s agents or representatives shall be responsible for the loss, theft, or damage to any personal property of Tenant on the premises, in the parking areas, garages, storage areas, or elsewhere. Tenant acknowledges that security gates to the garage and to the building, if installed on the premises, may not be operating at times due to factors such as malfunction, breakage, misuse by tenants or their guests, delays in getting replacement parts, criminal conduct, or being intentionally or unintentionally left open. Tenant agrees to take appropriate steps to safeguard Tenant’s own property, and shall hold Landlord and Landlord’s agents and representatives free and harmless from any and all claims of loss or damage to personal property and vehicles of Tenant and Tenant’s guests. Landlord recommends that Tenant purchase tenant insurance to cover any losses which may occur.

14. Tenant hereby acknowledges that the roof and exterior walls of the building in which the apartment is located are not part of the apartment leased to tenant. Tenants shall not under any circumstances go onto the roof, and shall not install or cause to be installed by any person or entity, any television reception device, communications device, antenna, satellite dish or other such item on the roof or exterior walls of the building.

15. Tenant shall, at Tenants own expense, maintain the premises leased in good and sanitary condition and repair, shall deposit trash in receptacles provided by landlord, and shall promptly repair at Tenant's own expense, all damages resulting from use or misuse by Tenant or any person allowed by Tenant to be on the premises.

16. Landlord reserves and shall have the right at all times to enter the premises leased, to inspect same, or to supply any service to be provided by Landlord to Tenant hereunder, and to alter, improve, or repair the premises, or any portion of the building which the premises are a part, all without abatement of rent. Tenant hereby waives any and all claims for damages for any loss of occupancy or quiet enjoyment of the premises, or any other loss occasioned thereby.

17. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant (i) any failure by Tenant to pay the rent or to make any other payment required to be made by Tenant hereunder; (ii) a failure by Tenant to observe and perform any other provision of this Lease; or (iii) abandonment of the premises by Tenant. In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the option to terminate this Lease by giving written notice to that effect to Tenant.

18. If the premises are damaged by fire or other casualty, so as to render them unfit for habitation, then Landlord may, at Landlord's option, cancel this Lease and terminate Tenant's tenancy on giving three days' notice to Tenant which may be posted on the premises.

19. If rent is not paid when due, then a late charge of **TEN PERCENT** of the amount due shall also become due three (3) days after the rent was originally due. Landlord shall have the right to apply the next sums received from Tenant against said late charge. If any check tendered by Tenant to Landlord is not honored by the bank on which it is drawn, for any reason, then an additional charge of **\$25.00** shall be due from Tenant to Landlord as a reasonable estimate of the cost to Landlord of handling said item.

**20. If legal action is brought by either party under this lease, the prevailing party shall be entitled to recovery of attorney's fees not to exceed \$1000.00. Also, both parties wave their rights to have any matter under this lease settled by Jury Trial.**

21. The waiver by Landlord of any breach by Tenant of any term, condition, or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition.

22. Tenant agrees to give the Landlord a **30-day written notice** prior to move out at termination of this Lease.

23. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto.

24. This lease is governed by the laws of the State of California.

25. Registered Sex Offenders Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

26. By executing this Lease Agreement, Tenant acknowledges that the Landlord has disclosed that the apartment building, in which the leased apartment is a part, contains or because of the age of the building is likely to contain asbestos-containing materials (ACMs). Therefore, if Tenant undertakes any alterations, additions or improvements to the premises, if allowed under this Lease Agreement, and then only with the prior written consent of Landlord, Tenant shall undertake the alterations, additions or improvements in a manner that avoids disturbing any ACM's present in the building. If ACM's are likely to be disturbed in the course of the alterations, then Landlord shall be notified in advance, and Landlord may refuse to authorize or revoke authorization for such alterations. As a condition to authorizing such alterations, Landlord may require that Tenant encapsulate or remove such ACM's in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Environmental Laws, including giving all notices required by Health and Safety Code Sections 25915-25919.7.

TENANT(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
AGENT